

**ILLINOIS COMMERCE COMMISSION**

**DOCKET No. 14-0380**

**REBUTTAL TESTIMONY**

**OF**

**AMANDA SLOAN**

**Submitted On Behalf**

**Of**

**AMEREN TRANSMISSION COMPANY OF ILLINOIS**

**JUNE 3, 2014**

TABLE OF CONTENTS

Page No.

I. INTRODUCTION ..... 1

II. PURPOSE AND SCOPE ..... 1

III. RESPONSE TO STAFF WITNESS MR. ROCKROHR..... 2

IV. RESPONSE TO AARON STOCK..... 4

V. CONCLUSION ..... 7

1                                   **ILLINOIS COMMERCE COMMISSION**

2                                   **DOCKET No. 14-0291**

3                                   **REBUTTAL TESTIMONY OF**

4                                   **AMANDA SLOAN**

5                                   **Submitted On Behalf Of**

6                                   **Ameren Transmission Company of Illinois**

7   **I.     INTRODUCTION**

8   **Q.     Please state your name, business address and present position.**

9   A.     My name is Amanda Sloan. My business address is 3200 Pleasant Run, Springfield,  
10 Illinois. I am a Project Manager for Contract Land Staff, LLC (CLS).

11 **Q.     Are you the same Amanda Sloan who sponsored direct testimony in this**  
12 **proceeding?**

13 A.     Yes, I am.

14 **II.    PURPOSE AND SCOPE**

15 **Q.     What is the purpose of your rebuttal testimony?**

16 A.     The purpose of my rebuttal testimony is to respond to the direct testimony of Mr. Greg  
17 Rockrohr of the Staff of the Illinois Commerce Commission, and the direct testimony of  
18 intervenor landowner Mr. Aaron Stock<sup>1</sup>.

19 **Q.     Are you sponsoring any exhibits with your testimony?**

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<sup>1</sup> Mr. Stock testified on behalf of himself, his wife Janelle Stock, his brother and sister-in-law, Jon Stock and Rebecca Stock, and the Glen E. Stock and Iva M. Stock Land Trust. (Stock Ex. 1.00, p. 1.)

20 A. Yes. I am sponsoring the following exhibits:

21 ATXI Exhibit 5.1 Survey drawing depicting initial pole relocation request for North Farm

22 ATXI Exhibit 5.2 Second pole relocation request for North Farm

23 ATXI Exhibit 5.3 Amended Exhibit 2.3 Part D for A\_ILRP\_MI\_CA\_045

24 **III. RESPONSE TO STAFF WITNESS MR. ROCKROHR**

25 **Q. Did Mr. Rockrohr have any comments that you are addressing?**

26 A. Yes. Mr. Rockrohr noted a concern that he raised in Docket 14-0291: that multiple ATXI  
27 representatives contacted each landowner on behalf of ATXI during negotiations. Mr. Rockrohr  
28 testified that the Commission in Docket 14-0291 “direct[ed] ATXI to use best efforts to limit the  
29 number of different representatives communicating with each landowner. The Commission  
30 expects to hear what steps ATXI has taken in this regard in its next IRP eminent domain  
31 proceeding.” He noted that the same issue was also occurring along the Meredosia to Ipava  
32 segment. Mr. Rockrohr found this unsurprising given the timing of the Commission ruling in  
33 Docket 14-0291, which required ATXI to explain the steps it has taken to limit the number of  
34 different representatives contacting each landowner during the course of negotiations, but  
35 requested that ATXI explain those steps in rebuttal testimony.

36 **Q. What factors does CLS consider when assigning land agents?**

37 A. CLS is aware of, and understands that limiting the number of agents contacting  
38 landowners is one of the top priorities in landowner negotiations. In an effort to limit the number  
39 of agents contacting an individual landowner, CLS considers the following factors in assigning  
40 land agents: (i) regional proximity of the landowners to each other (so that a single agent can  
41 cover a single area), (ii) commonality of ownership (so that one agent is responsible for all

parcels under common ownership), (iii) commonality of legal representation (so that one agent is responsible for all parcels under common representation), and (iv) landowner preference. However, these factors may not be immediately apparent or may be inconsistent: for example, two landowners in close proximity may end up retaining different attorneys at different times or individuals not realized to be family may have a request to work with the same agent. Thus, when any additional or new factor comes to CLS's attention, the assigned agent may be changed. Other instances that result in land agent reassignment may include personality differences or staffing changes. However, even in these circumstances, CLS does try to limit changing the agent who has conducted negotiations.

**Q. Are there other instances when a different agent may contact landowners?**

A. Yes. Another instance where a different agent may contact a landowner is during the survey process, which is a separate process from the land right negotiations. Survey land agents generally handle the surveys separately because this is a more efficient and expedient method to ensure surveys are conducted in a timely manner. If CLS required its land agents to also handle the workload of the survey agents, the process would not run efficiently and may result in survey delays for all the parcels.

**Q. What steps has CLS taken to limit the number of different representatives contacting each landowner during the course of negotiations?**

A. In response to the Commission's concern, CLS has undertaken a review of its assignment practices. This review remains ongoing, and any limitation on the number of land agents assigned to a landowner will not necessarily be immediately apparent because negotiations and assignments have been ongoing for many months, not just for the Meredosia to Ipava segment,

but all of the Illinois Rivers Project. However, CLS is committed to limiting the number of different agents contacting individual landowners in the negotiation process and will continue to evaluate its processes to determine if further improvements are possible.

**IV. RESPONSE TO AARON STOCK**

**Q. What is Mr. Stock's position concerning ATXI's request for eminent domain authority with respect to his property?**

A. Mr. Stock opposes ATXI's request for eminent domain. Mr. Stock challenges the accuracy and completeness of ATXI's appraisals for what Mr. Stock refers to as the North Farm, internally referenced as A\_ILRP\_MI\_CA\_036\_ROW and A\_ILRP\_MI\_CA\_045\_ROW, and for the South Farm, internally referenced as A\_ILRP\_MI\_CA\_026. Mr. Trelz addresses Mr. Stock's concerns regarding the appraisals.

**Q. Do you have a comment on Mr. Stock's complaint that the ATXI appraisal is flawed because it fails to consider that the North Farm can consistently produce high volumes of commercial seed corn?**

A. Yes. Mr. Trelz discusses whether such information is properly included in the appraisal. Outside of the appraisal, however, ATXI does compensate landowners for crop damage. So, for example, if Mr. Stock experiences higher crop yields or higher sales value for his crops, that would be reflected in the amount of crop damages. ATXI typically requests documentation of this type of information and may adjust its offer upon review. However, while negotiations with Mr. Stock have been on-going for over six months, Mr. Stock has not provided any documentation supporting his generalized claim or any monetary counteroffer for the North

85 Farm. Absent such documentation, ATXI cannot adjust its offer based on Mr. Stock's claim that  
86 the North Farm is used to grow a premium crop.

87 **Q. Did Mr. Stock have other concerns about the "North Farm"?**

88 A. Yes. For the North Farm, Mr. Stock also raised a concern that based on his conversations  
89 with Contract Land Staff representatives, they cannot guarantee that the irrigation system will  
90 not be impacted by the transmission line project

91 **Q. How do you respond?**

92 A. ATXI has twice agreed to relocate the poles on the Stock's North Farm outside the nozzle  
93 radius of his irrigation system, per Mr. Stock's requests. Initially, Mr. Stock raised concerns  
94 about the location of ATXI's line in proximity to his irrigation system. ATXI addressed Mr.  
95 Stock's irrigation system concerns by adjusting the poles to avoid an impact with the irrigation  
96 system and provided Mr. Stock a survey drawing depicting this adjustment, which is attached as  
97 Exhibit 5.1. Then, on May 6, 2014, Mr. Stock asked for an additional 10 - foot shift away from  
98 the irrigation system as a buffer zone. On May 8, 2014, ATXI was able to accommodate this  
99 request by moving one pole an additional 10 feet to the west and another pole an additional 10  
100 feet to the east, both further from the irrigation nozzle. Exhibit 5.2 depicts this requested  
101 adjustment and provides a pictorial provided to counsel.

102 **Q. Mr. Stock remains concerned that ATXI cannot "guarantee" that there will not be**  
103 **any impact to the irrigation system. What is your response?**

104 A. I believe that ATXI has made more than reasonable efforts to address his concerns. It is  
105 true that ATXI cannot "guarantee" that there will not be any impact to the irrigation system, but  
106 ATXI has designed its route with the irrigation system in mind and does not expect there to be

107 impacts to the irrigation system, post construction. Thus, I believe ATXI has addressed the  
108 concern. If there were an unanticipated impact to the irrigation system post-construction, per the  
109 standard agreement, ATXI would be responsible for those damages.

110 **Q. Did Mr. Stock have other concerns?**

111 A. Yes, about pole locations on the South Farm. He was concerned about the transmission  
112 line's interference with farming operations and wanted the alignment shifted west nearer a  
113 timbered area of his property.

114 **Q. Did ATXI accommodate this request?**

115 A. Yes.

116 **Q. Please explain the steps ATXI has taken to accommodate Mr. Stock's pole**  
117 **relocation requests for the South Farm.**

118 A. As Mr. Stock's testimony makes clear, ATXI agreed to adjust the poles on Mr. Stock's  
119 South Farm property to move them west of their original intended location. Mr. Stock, however,  
120 on May 6, 2014 requested another relocation to go further west. On May 8, 2014, ATXI  
121 evaluated the request from an engineering perspective, and a cost perspective, but ATXI was  
122 unable to relocate the poles for the reasons described by Mr. Jerry Murbarger.

123 **Q. Do you believe ATXI has negotiated in good faith with Mr. Stock?**

124 A. Yes, ATXI has negotiated in good faith with Mr. Stock and his counsel. ATXI has  
125 contacted Mr. Stock or his counsel on approximately 50 occasions for the South Farm and  
126 approximately 42 occasions for the North Farm. ATXI has agreed to pole relocation requests on  
127 both the North and South Farms. ATXI has raised its offer for the South Farm in response to Mr.



128 Stock's appraisal. To date, Mr. Stock has not provided a formal counteroffer, appraisal or crop  
129 information for the North Farm substantiating his claims that ATXI's offer is insufficient. ATXI  
130 remains willing to review any appraisal, comparable sales or crop information Mr. Stock  
131 provides for the North Farm. However, thus far none of the aforementioned information has  
132 been provided

133 **Q. Do you have anything further to add?**

134 A. Yes. I am submitting ATXI Exhibit 5.3, which is an amended ATXI Exhibit 2.3 Part D,  
135 this amendment contains an aerial map of the A\_ILRP\_MI\_CA\_045, which replaces a duplicate  
136 aerial map of A\_ILRP\_MI\_CA\_036 and an agent checklist for A\_ILRP\_MI\_CA\_045, which  
137 replaces a duplicate agent checklist for A\_ILRP\_MI\_CA\_036 and corrects two typographical  
138 errors on page 1.

139 **V. CONCLUSION**

140 **Q. Does this conclude your rebuttal testimony?**

141 A. Yes, it does.